

Office of the Chief Procurement Officer

U.S. Department of Housing and Urban Development

Denver Field Contracting Operations 633 - 17th Street Denver, CO 80202-3607

http://www.hud.gov/cts/ctshome.html

December 8, 2000

Dear Offeror:

The attached Request for Proposal (RFP) R-DEN-01667, is issued for the purpose of performing Real Estate Property Sales Closing Services in the State of Nebraska, for the Denver Homeownership Center.

The RFP is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulation (FAR). Please pay particular attention to the instructions for submitting a proposal found in Sections L and M of this solicitation.

PLEASE RETURN OFFERS TO ME NO LATER THAN <u>JANUARY 9, 2000 at 2:00 p.m. ROCKY MOUNTAIN</u> <u>TIME</u>.

Facsimile offers will Not be accepted

Certain contract clauses referenced in the RFP are provisions of the FAR and are incorporated and have the same force and effect as if they were given in full text. If you are interested in referring to the full text of a clause, you may contact this office, local libraries, or purchase a copy of the FAR from the Superintendent of Documents, Government Printing Office, Washington, DC 20402. Also, the full text of a clause may be accessed electronically at http://www.arnet.gov/far on the web.

After contract award, a postaward conference will be held in the U. S. Department of Housing and Urban Development (HUD) facilities in Denver, Colorado. The date and time will be announced after award. Contractors are required to attend at the contractor's expense.

If we may be of further assistance, please contact me at (303) 672-5281 x 1824.

Respectfully yours,

Laverne L. Branson Contract Specialist

Enclosure

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Service: Closing Agent Services Solicitation No: R-DEN-01667
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES

The contractor shall provide real estate property sales closing services for single family Real Estate Owned properties owned by the U.S. Department of Housing and Urban Development (HUD), located within the geographic areas described below for the Denver Homeownership Center (HOC).

B.2 MINIMUM/MAXIMUM QUANTITIES AND ESTIMATED QUANTITIES

The minimum, maximum and estimated number of closings to be assigned during the base period and each additional option year are listed below in B.3, Price Schedule.

B.3 PRICE SCHEDULE

As total compensation for all services performed in accordance with task orders issued hereunder, the contractor will be paid according to the Contract Line Item Number (CLIN) prices listed below for closings conducted. The unit price per closing is inclusive of all postage, shipping and delivery charges.

State of Nebraska

Contract Line Item Number	Performance Period	Unit	Minimum	Maximu m	Estimate	Unit Price
CLIN 0001	Base Period	Ea.	60	240	216	
CLIN 0002	Option Year 1	Ea.	60	240	216	
CLIN 0003	Option Year 2	Ea.	60	240	216	
CLIN 0004	Option Year 3	Ea.	60	240	216	

B.4 ABORTED CLOSINGS

Should a scheduled closing not close, despite good faith efforts by the contractor, it will be paid 25 percent of the fixed unit price per closing set forth in the Price Schedule. The contractor shall submit an invoice with each returned approved preclosing package for aborted closings to the Management and Marketing (M&M) contractor, for processing and reimbursement by HUD.

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B.5 ADDITIONAL FEES

The prices in the Price Schedule are inclusive of all services and preparation of documents required under the contract. The contractor shall not collect from any party, any fees above and beyond the unit prices set forth in the Price Schedule for services or documents required under the contract. The contractor shall not add any fee to any closing cost paid by HUD or the buyer. If the purchaser or purchaser's lender demands title examinations and/or insurance outside of the contract duties, and such services are performed by the contractor, it shall look outside of this contract for payment for those services or documents.

The contractor shall not influence the purchaser to purchase a title policy from any particular company. The purchase of a title policy is strictly at the purchaser's discretion and is not required to close a HUD property. The choice of title company issuing the title policy shall be left to the purchaser, the broker/agent or lender. No fees shall be collected by the contractor from any title company for merely ordering title policies or commitments for HUD-owned properties.

SECTION C - DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 DEFINITIONS

- "CLOSING" or "SALES CLOSING" The execution of all documents necessary to close real estate transactions. This includes the investigation made on behalf of HUD to determine proper execution, acknowledgment, and delivery of all conveyances, mortgage papers, and other title instruments which may be necessary to the consummation of the sales transaction and includes, but is not limited to, any proration of costs between the purchaser and HUD, the passing of consideration, the proper disbursement of all proceeds, and all necessary papers being properly recorded.
- "CONTRACT" A written, mutually binding, legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them.
- "CONTRACTOR" is synonymous with closing agent and may be used interchangeably in this contract.
- "CONTRACTING OFFICER" A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- "DAY" A calendar day, unless otherwise specified.
- "FHA" The Federal Housing Administration.
- "GTM" The Government Technical Monitor.
- "GTR" The Government Technical Representative.
- **"HUD"** The U.S. Department of Housing and Urban Development. The terms "Department of Housing and Urban Development," "HUD," "Seller" and "Government" shall be synonymous and may be used interchangeably in this contract.
- **"KEY PERSONNEL"** For this contract, individuals defined as the office manager and alternate office manager responsible to perform and oversee document preparation. Additionally, the person responsible for the contract and anyone who may make decisions on his/her behalf (i.e. President, Legal Assistant, etc.) will be considered as key personnel.
- "M&M" The Management and Marketing Contractor.
- "OFFICE" A place of business, located within the boundaries of the geographical area covered in the contract.
- **"SCHEDULED CLOSING"** A closing is considered to be a "scheduled closing" when an approved pre-closing package has been received from the M&M. The closing agent shall obtain confirmation of loan approval from the lender, if applicable, prior to originating the pre-closing package.
- "TABLE FUNDED" Means that all funds in the transaction are received and disbursed at time of closing, unless the table funding is prohibited by state statute.
- "TASK ORDER" An order for services placed against an established contract or with government sources.
- "THIRD PARTY CLOSING" Any closing conducted by a closing agent not under contract to HUD to perform such closings. This does not include closings performed by a subcontractor of the contractor.

C.2 GENERAL REQUIREMENTS

(a) THIRD PARTY CLOSINGS

Third party closings are not permitted under this contract.

(b) INTEREST INCOME

In no case shall the contractor be authorized to earn any interest income (such as escrow account interest float income) as a result of services provided under this contract.

(c) ALLOWABLE CLOSING EXPENSES

The contractor shall disburse only those closing expenses listed below. The expenditures listed, as herein qualified, shall be paid at the time of closing by the contractor from HUD's sales proceeds. Contractor shall maintain documentation (receipts, invoices, disbursement log, and access to canceled checks, etc.) of actual expenses for each expenditure in the property case file. In the event sales proceeds are insufficient to pay all allowable expenses, the contractor shall make an advance payment for any excess expenses and request reimbursement from HUD, by submitting a voucher with the post closing package through the M&M contractor for processing.

- (1) Closing/Financing Costs. Pay actual closing/financing costs that are reasonable and customarily covered by the contract, not to exceed the amount specified in line item five (5) of the Sales Contract (HUD-9548) (see Section J). At time of contract award the GTR/GTM will provide the contractor with a list of HUD "Allowable Closing Costs" for both buyer and seller. Whenever the current list changes, the GTR/GTM will provide updates as needed. The contractor shall be responsible for reimbursement to HUD for non-allowable charges.
- (2) **Real Estate Broker's Commission.** Disburse the amounts shown in Items 6a and 6b of the HUD-9548.
- (3) Reserved
- (4) **Unpaid Real Estate Taxes, Liens, and Association Fees.** Identify, in advance of the scheduled closing, any amounts related to these items that are owed by HUD. Upon approval by the M&M, pay these amounts.
- (5) **Recording Fees.** Unless the purchaser has requested HUD to pay recording fees (line item five (5) of the HUD-9548), the contractor shall collect from the purchaser the actual cost for recording fees. Contractor shall retain recording receipts, showing amounts charged are actual expenses, in the property file. Any discrepancy shall be refunded to HUD or purchaser immediately.

The recording fee to record the second mortgage for the Officer Next Door (OND) and Teacher Next Door (TND) sales is paid by HUD. Include this amount on lines 1204 and 506 of the HUD-1.

- (6) **Attorney Fees.** Attorney fees are paid by the purchaser, unless the purchaser has requested HUD to pay the attorney fees and HUD has agreed to pay (line item five (5) of the HUD-9548). The amount is subject to the limit proposed by HUD.
- (7) **Reserved**

(d) **COMPUTER REQUIREMENTS**

The contractor's computer system shall be equipped with Internet access and e-mail software in order to communicate electronically with the GTR/GTM and the M&M. The contractor's system shall also be equipped with an automated closing process software package.

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C.3 SPECIAL REQUIREMENTS

(a) Work Assignment - For each closing action required, the M&M will provide the contractor the following items:

- (1) A signed HUD-9548 with any addendums and amendments;
- (2) Title Evidence (when available);
- (3) Documentation regarding status of rents due to HUD (when purchaser is HUD's tenant); and
- (4) Bulk sales listing (if applicable).

NOTE: The Deed, the HUD-1 (see Section J) and the Wire Transfer Transmittal (SAMS-1103) (see Section J) will not be sent with the above documents. HUD will provide the appropriate Deed form, at contract award, which may be reproduced. Bulk quantities of the HUD-1 may be ordered by calling 1-800-767-7468. The SAMS-1103, provided upon contract award, shall be reproduced by the contractor.

- (b) Contract Duties The contractor shall maintain a fully staffed and equipped office(s) within the boundaries
 - of the geographic area specified in Section B, sufficient to perform the contract requirements. The office shall be open to conduct business during the standard operating hours of 8:00 a.m. to 4:30 p.m. in the geographic area, Monday through Friday, except for recognized Federal holidays. Office location and setup shall be subject to HUD approval during the entire term of the contract. The contractor shall permit the Contracting Officer or the Contracting Officer's duly authorized representative, full and free access to the office and all files, documents and records pertaining to this contract, during standard operating hours. The contractor shall provide an office manager who shall be responsible for performance of work. The name of this person and an alternate who can act in the absence of the manager, shall be designated as key personnel. The office manager and the alternate shall have full authority to act for the contractor on all contract matters related to daily operations of this contract and shall be available during the standard operating hours to meet with the M&M and HUD staff to discuss problems or other issues. Actual closings shall be held within fifty (50) miles of the property that is the subject of the closing. The contractor shall conduct the closing in the geographical location of the property in such a manner that the purchaser will not be required to travel more than 50 miles from the property to attend the closing. The contractor shall perform this service itself, or use subcontractors to perform the closing on behalf of the contractor.
- (c) The contractor shall furnish the necessary services, personnel, material, equipment, and facilities to complete all of the following services:
 - (1) Review title information provided by the M&M. Clear title shall be conveyed on all properties. The contractor shall clear routine title issues; perform special title services and examinations or other actions as requested by the M&M, and approved by the GTR/GTM; review land, judgment and tax records; prepare and record quit claim deeds; and perform a search of county records as requested.
 - (2) Provide courier or overnight delivery service, at the contractor's expense, for the delivery of documents to the M&M. This service shall be delivered before 2:30 p.m., local time of the M&M, and shall be applicable for all closings, regardless of location of the closing. Only courier or overnight delivery of the closing packages to the M&M is acceptable.
 - (3) Prepare pre-closing package: The contractor shall prepare a pre-closing package upon request from the lender, realtor or purchaser within five (5) business days of request and upon receipt of written closing instructions from the lender. If the transaction does not involve financing, the pre-closing package shall be prepared and sent to the M&M office within five (5) business days of request. It is HUD's intent that closing are not delayed. Time is of the essence as to closing.

The contractor shall forward, at its expense, the pre-closing package containing the HUD-1, Deed, and the Seller's affidavit, if applicable, to the M&M office for approval/execution at least five (5) business days prior to a closing, so it can be returned prior to the scheduled closing. Once a pre-closing package has been approved by the M&M, no changes shall be made without the consent of the M&M.

Insert this statement on the Deed:

THIS	DEED	IS	NOT	TO	BE	IN	EFFECT UI	NTIL:

The date shall be inserted by the contractor in the above statement at closing, and coincide with the Deed of Trust/Mortgage date. Deeds shall be canceled and returned to the M&M if the closing does not take place on the scheduled closing date or within five (5) business days of execution of the Deed.

The pre-closing package shall include only one (1) signature page for the HUD-1, unless the lender is requiring original signatures for the settlement package.

(4) Officer Next Door (OND) or Teacher Next Door (TND) programs

To qualify to purchase a home through the Officer Next Door (OND) or Teacher Next Door (TND) programs, a law enforcement officer or teacher must agree to execute a second mortgage and note in the name of the Department. It shall be the responsibility of the contractor to prepare and provide for the OND/TND a Second Mortgage and Subordinate Note to be executed by the OND/TND at closing. Please note the Second Mortgage and Subordinate Note need to conform with state requirements per the instructions contained in Appendix 111 of the HUD Handbook 4165.1, REV-1, CHG-3. The contractor shall record the Second Mortgage.

(5) Asset Control Area Agreement (ACAA)

For properties covered under an Asset Control Area Agreement (ACAA), during the acquisition period, the contractor shall provide purchaser with a "Closing Notice," which shall be provided at least ten (10) business days before the "closing date." The closing date shall be the day the listed properties are scheduled to be transferred to purchaser.

- (i) The Closing Notice shall include:
 - (A) the closing date;
 - (B) a list of the properties that are to be conveyed on that closing date;
 - (C) for each property, the a) purchase price; b) other costs due from purchaser on closing date, including the prorated taxes; and c) an unsigned deed;
 - (D) the HUD-1 (closing statement) for each property; and
 - (E) the "Purchase Price Statement" described below.
- (ii) HUD will pay the closing agent the cost of document preparation of the deed, Purchase Price Statement, any security documents that name seller as the secured party, the HUD-1 closing statement, and any other document requested by HUD. Buyer will pay all other closing costs, including recording fees and other costs related to the purchaser's acquisition.

A specific day of the week shall be designated for closing these sales.

The Purchase Price Statement referenced above shall include:

- (A) the property address;
- (B) the purchase price;
- (C) the prorated taxes due from purchaser (calculated as of the closing date);
- (D) any other costs due from purchaser;
- (E) if purchaser is not paying the purchase price at closing, the due date for the payment
 - shall be in accordance with Section 8.6 (Payment of Purchase Price) of the ACAA; and
- (F) an acknowledgment, to be signed by purchaser, that the transfer is governed by the agreement, that the agreement is incorporated into the statement and the financial terms are accurate.
- (6) Verify with the M&M that all rental money due HUD has been paid outside settlement if the purchaser is HUD's tenant. If any due amounts have not been paid, ensure such payments are made prior to title changing hands.
- (7) If applicable, send the following notification letters regarding closings to purchaser and broker and maintain dated copies in the property case file:
 - (i) A notification letter requesting a closing date, at least ten (10) business days prior to the HUD-9548 closing deadline, if a firm closing date has not been established; and
 - (ii) A notification letter, within one (1) business day after the HUD-9548 closing deadline has passed, advising that the closing deadline has passed and the broker should contact the M&M for additional instructions.
- (8) Only under special circumstances with the written permission of the M&M, and if financing is involved, with written approval from the lender, send documents by courier or overnight mail for purchaser's signature. Documents signed by purchaser outside of the closing agent office shall be notarized. The purchaser will pay the costs for the courier or overnight mail services in these circumstances. However when courier/overnight service is necessary due to delays by the closing agent, the closing agent shall bear the expense.
- (9) Collect extension fees from brokers for extensions of sales closing date.
 - (i) The contractor shall collect all extension fees. Upon the contractor's receipt of a written request, accompanied by the appropriate fee, the contractor shall forward the request to the M&M, who in turn will act upon the request. The contractor shall take no action on an extension request unless the full fee has been paid. Approval or disapproval authority will not be delegated to the contractor. The M&M will review the request and provide a written decision to the contractor and selling broker within 24 hours. For approved requests, the extension fee shall be forwarded to the M&M for deposit. If a request is denied, the sale must close by the contract expiration date.
 - (ii) At closing, extension fees collected shall be included on lines 104 and 404 of the HUD-1.
 - (iii) If the purchaser is credited with any portion of the extension fee at closing, include the amount of the refund on lines 206 & 506 of the HUD-1.
 - NOTE 1: Under no circumstances shall an extension beyond the established closing deadline be granted without written approval from the M&M. If a sale is not closed by the scheduled date or the closing deadline has not been properly extended in writing by the M&M, with the collection of applicable fees, the closing papers shall be returned to

the M&M the next business day with a statement describing the actions taken to close the sale.

NOTE 2: All requests for extensions received by the contractor shall be in writing and forwarded to the M&M who has the authority to approve extensions.

(10) Accept only cash, certified or cashier's check or other good funds made payable to HUD for fully executed contracts and maintain the earnest money in the escrow account (see Section H.2) until closing or until the HUD-9548 is canceled. Notify the M&M by e-mail when earnest money is not received within 48 hours of notification of assignment of closing or receipt of a signed sales contract. When closed, earnest money shall be wired to the U.S. Treasury along with other sales proceeds. If canceled, the M&M will instruct the contractor in writing of the disposition of the earnest money. However, if no instruction is received and the contractor is in receipt of earnest money on a sales contract that has been expired for 30 days, on the fifth (5th) business day following the 30th day, the contractor shall return any earnest money deposits to the M&M for disposition.

(11) At closing:

- (i) Explain fully all closing papers and documents to purchaser;
- (ii) Execute Second Mortgage and Subordinate Note for OND/TND sales (if applicable);
- (iii) Complete and execute the HUD-1 in the block indicated for closing agent. Since accurate completion of the HUD-1 is essential to timely processing, the contractor shall use an automated closing process software package available commercially or develop such a package so as to eliminate errors and assist the M&M in its review of the HUD-1 prior to closing;
- (iii) Unless payable by HUD from funds available on line five (5) of the HUD-9548, collect recording fees from purchaser and record the Deed. Under no circumstances shall the recording of the Deed be left to the purchaser or other parties;
- (v) All closings shall be table funded except as provided in Section C.1 "Definitions";
- (vi) Reserved
- (vii) Provide tax certificate or sufficient documentation to show taxes have been paid;
- (viii) Pay any allowable closing expenses identified in Section C.2(c) which are due and payable at the time of closing. Unpaid property taxes for the current year shall be prorated and paid at the time of closing; and
- (ix) The contractor shall send an electronic message (email) to the M&M on the date of the scheduled closing to inform the M&M whether or not the sale closed, was postponed, or canceled. If the closing was postponed, the rescheduled date shall be included in the message. The contractor shall include the property address, the FHA case number, and the purchaser(s) name.

(12) After closing:

(i) Using the SAMS-1103 or equivalent, on the day of closing or NOT LATER THAN 2:00 PM the next banking day, wire transfer the proceeds due HUD via FEDWIRE, in accordance with instructions provided by the U.S. Treasury and presently being used by the private sector banking community in effecting wire transfers of funds within the Federal Reserve System.

- (ii) Using the SAMS-1103 or equivalent, obtain the bank's dated confirmation of the wire transfer and verify that the correct amount of sales proceeds as shown on the HUD-1 was wire transferred via FEDWIRE to HUD using the correct case number. If funds are transferred by means other than FEDWIRE, due to an electrical malfunction, the contractor shall obtain typed verification with bank teller date stamp and initials. If a new FHA loan is obtained by the buyer, the contractor shall use the old case number.
- (iii) For bulk sales, immediately following closing, complete the Bulk Sales Listing provided by the GTR/GTM and forward or fax a listing showing the FHA case number, property address, and net sales proceeds for each property included in the sales to:

Chief, Real Property Branch 451 7th Street SW Room 6240 Washington, DC 20410

Facsimile Machine (202) 619-8133 Telephone Number (202) 708-0614

A copy of this listing shall also be forwarded to the M&M with the closing documents. M&M's address will be provided upon contract award.

- (iv) On the day of closing or the next business day, file the Deed and, if applicable, the Second Mortgage on a OND/TND sale, for record and provide the following entities with written certification of the filing:
 - (A) M&M;
 - (B) Selling Broker;
 - (C) Taxing Authorities;
 - (D) Homeowners Association (if applicable); and
 - (E) Utility Companies.

Maintain the original recording receipts and tax payment receipts from the applicable taxing or recording entities in the property file.

- (13) Deliver the closing package to the M&M no later than two (2) business days after closing. Obtain receipt of proof of delivery and provide it to the GTR/GTM upon request.
 - (i) This package shall include:
 - (A) the original and one (1) copy of the **signed** HUD-1, with HUD Addendum;
 - (B) a copy of the Tax Certificate;
 - (C) the original Wire Transfer confirmation;
 - (D) a copy of the signed Deed; and
 - (E) copies of all itemized bills, receipts, or other documents supporting disbursement action.
 - (ii) On the first (1st) business day of each week, the contractor shall deliver a copy of the closing package for all closings that occurred during the previous week to the Denver HOC, REO Division. This package shall include:
 - (A) a copy of the signed HUD-1, with Addendum;
 - (B) a copy of the Tax Certificate;
 - (C) a copy of the Wire Transfer confirmation; and
 - (D) a copy of the signed Deed.

- (14) If the sale was OND/TND, no later than two (2) business days after closing, deliver the signed Subordinate Note to the GTR/GTM.
- (15) Explain and/or correct any errors or adjustments to the HUD-1, as requested by the M&M or the purchaser, arising after settlement within two (2) business days of notification. Collect from or refund to purchaser any amounts due as a result of needed adjustment or corrections to the HUD-1.
- (16) Provide the GTR/GTM and the M&M with a weekly report of all cases assigned to the contractor, listed in FHA case number order, and divided into the following five (5) categories:
 - (i) Cases scheduled to close, including:
 - (A) FHA case number;
 - (B) identify the direct sales (government entities, non-profits, under the OND/TND programs);
 - (C) property address;
 - (D) date assigned;
 - (E) closing date; and
 - (F) extension fees being held.
 - (ii) Cases which have failed to close by the deadlines, including:
 - (A) FHA case number;
 - (B) identify the direct sales (government entities, non-profits, under the OND/TND programs);
 - (C) property address;
 - (D) date assigned;
 - (E) closing date;
 - (F) current status;
 - (G) extension fees being held; and
 - (H) date of the notification letters sent under Section C.3, (c)(7).
 - (iii) Cases canceled during the reporting week, including:
 - (A) FHA case number;
 - (B) identify the direct sales (government entities, non-profits, under the OND/TND programs);
 - (C) property address;
 - (D) date canceled;
 - (E) reason canceled;
 - (F) extension fees disposition; and
 - (G) earnest money disposition.
 - (iv) Cases closed during the reporting week, including:
 - (A) FHA case number;
 - (B) property address;
 - (C) date of scheduled closing;
 - (D) date closed;
 - (E) date of proceeds deposit in escrow account (See Section H.2);
 - (F) date of wire transfer;
 - (G) date closing package sent to M&M; and
 - (H) extension fees collected.

(v) Cases closed in direct sales (government entities, non-profits, under the OND/TND programs) in the reporting week, including:

- (A) FHA case number;
- (B) property address;
- (C) date of contract acceptance by M&M;
- (D) date of scheduled closing;
- (E) date closed:
- (F) date of wire transfer;
- (G) date closing package sent to M&M; and
- (H) extension fees paid.

The report shall be delivered to the M&M, Contracting Officer and the GTR/GTM by 12:00 p.m. contractor's local time, on the second (2nd) business day of each week.

As part of the above report and for each case closed during the reporting week, include a statement as to whether all wire transfers and delivery of the closing packages to the M&M have occurred on time. If delinquent, provide the number of days the wire transfer or closing package delivery was late, with an estimation of liquidated damages the Contracting Officer could assess based on the formulas established in Section F.2, Liquidated Damages, of this contract, as well as any mitigating factors for the Contracting Officer's consideration in assessing the liquidated damages.

(17) Provide a summary report to the Contracting Officer and copy to the GTR/GTM not later than the tenth (10th) business day of each month. The summary report shall provide the total number of closings completed for the prior month, the total number of aborted closings for the prior month for which the contractor received the 25% payment, and the total dollar amount of all costs reimbursed to the contractor from HUD proceeds or separate invoice. This report shall serve as a confirming task order of the contractor's assignments for the prior month and will be used by the Contracting Officer for contract workload assignment and cost tracking purposes.

A separate portion of the report shall also identify the total amount of liquidated damages that may be assessed by the Contracting Officer, as calculated in accordance with Section F.2 and as identified in the weekly reports. The contractor shall also provide any information for any specific cases which might serve to mitigate the assessment of liquidated damages by the Contracting Officer.

Include as part of the summary report a copy of the monthly bank statement for the prior month for the Escrow Account (Section H.2). Include a statement listing the number and amount of each check that has been outstanding for longer than 60 calendar days, the FHA case number to which the check relates and the effort put forth by the contractor to clear the check.

(18) Maintain a complete record of each closing in individual property files organized by FHA case number, keeping all information confidential. Retain all pertinent records throughout the life of the contract. Each individual property file shall contain copies of each document related to the closing performed.

Individual case files, cross referenced by FHA Case Number, shall contain, at a minimum but not limited to, the following:

- Signed HUD-9548, and all applicable signed addenda or amendments;
- All title documents provided by the M&M and or Title Company;
- Copy of the signed Deed, stamp or marked "COPY-NOT FOR RECORDATION;"
- Mortgage Note (if applicable);
- Deed of Trust or Mortgage (if applicable);

 Signed Contract Extension Documents (if applicable), signed by the M&M on the initial request and signed by HUD on subsequent requests. Proof of receipt of extension fees or waiver of fees shall be included;

- HUD-1, signed by all parties;
- Addendum to HUD-1 (if applicable);
- Proof of deposits per individual case file to the escrow account;
- Actual confirmation of wire transfer fee;
- Receipts for all courier and overnight services;
- Disbursement log of all payments, recorded separately, received from or disbursed to any source, showing FHA Case Number, property address, date, amount, purpose and whether payment was made at or outside of closing;
- Certificates required of the seller or buyer by State, local ordinance or lender;
- SAMS-1103 or its equivalent;
- SAMS-1106, Invoice Transmittals issued on a property (if applicable);
- Bulk sales listing showing FHA Case Number and Section of the Act Code, property address
 and net sales proceed for each property included in the sale (if applicable);
- Copy of the HUD notice pertaining to special flood hazard area (if applicable), as well as any deed or use restriction required by the disposition program, conditions of sale, or as required by the GTR/GTM or designee;
- Copies of the **tax bills** which substantiate pro-rations or payments;
- Copies of HOA statements which substantiate pro-rations, transfer fees, or payments;
- Certificate and receipts of recording of documents;
- Copy of loan approval from lender dated prior to the scheduling of a closing date (if applicable); and
- Copies of the notification letters required by Section C-3,(c)(7) (i) and (ii).
- (19) Extract the title document that reflects the property sold and provide it to the purchaser. Store the

remaining title documents (e.g., Title Policy, Deed, etc.) that are the property of HUD in a secure cabinet, furnished by the contractor. Maintain supervision and custody of these records.

- (20) Maintain a supply of the following forms:
 - (i) Deed;
 - (ii) HUD-1; and
 - (iii) SAMS-1103.

SECTION D - PACKAGING AND MARKING

D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)

The contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D.2 PAYMENT OF POSTAGE AND SHIPPING COSTS

All postage and shipping costs related to the submission of the information (including reports and forms) required by this contract shall be paid for by the contractor.

D.3 MARKING

All information submitted to the Contracting Officer, GTR/GTM and M&M shall clearly indicate the contract number for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. FAR 52.252-2 contains the Internet address for electronic access to the full text of a clause.

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

E.2 HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Section G.2, paragraph (a), or other individual as designated by the Contracting Officer or GTR/GTM.

E.3 AVAILABILITY AND DISPOSITION OF RECORDS

Throughout the entire life of the contract, the Contracting Officer or duly authorized representative(s) upon reasonable notice, will have full and free access to the contractor's office (see Section C.3, (b)), as well as all the books, documents, papers and records of the contractor that are pertinent to activities under the contract, including all those books, documents, papers and records at all times, and places during this contract. Upon expiration or termination of this contract, the contractor shall retain and store all documents and individual property files, providing access to HUD personnel for a period of three (3) years after completion of the contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an Internet address for electronic access to the full text of a clause.

52.242-15 STOP-WORK ORDER AUG 1989 52.242-17 GOVERNMENT DELAY OF WORK APR 1984

F.2 LIQUIDATED DAMAGES

- (a) If the contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the contractor shall, in place of actual damages, pay to the government as fixed, agreed, and liquidated damages, for each business day of delay the rate specified below:
 - (i) Delivery of final sales closing package: \$6.24 (per business day late).

Note: Assessment of liquidated damages on item (i) start on the third (3rd) business day of non-receipt by the M&M.

- (ii) Compliance with wire transfer procedures as detailed in the Specification/Work Statement (per business day late):
 - Wire Transfer Amount x.05 x number of business days late/360 =\$_____.
- (iii) The percentage rate (5%) cited in the equation above is subject to annual adjustment based on the U.S. Department of Treasury Cash Management Regulation (ITFM 6-8000).
- (iv) In the event that liquidated damages are assessed, the contractor shall submit its payment to the Contracting Officer within ten (10) business days of notification.
- (b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service Clause in this contract and in that event, the contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- (c) The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F.3 CONTRACT PERIOD

Contract performance shall begin on March 1, 2001, or contract award date, whichever is later, and shall continue for a base period, with three additional one-year options.

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F.4 AUTHORIZED FEDERAL HOLIDAYS

The Department of Housing and Urban Development observes the following days as holidays:

New Year's DayLabor DayMartin Luther King's BirthdayColumbus DayPresidents DayVeterans DayMemorial DayThanksgiving DayIndependence DayChristmas Day

and any other day designated by Federal law, Executive order, or Presidential Proclamation.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICE) (OCT 1999)

- (a) <u>General</u>. The Government shall pay the contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated on each task order.
- (b) <u>Payment Schedule.</u> Payment for all allowable services will be made at the time of property sales closing from the sales proceeds. In cases where such sales proceeds are inadequate or directed by the GTR/GTM to fully pay the unit price per closing specified in Section B, Price Schedule, the Government agrees to pay the contractor the difference.
- (c) <u>Submission of Invoices</u>. The contractor shall submit all invoices to the M&M for approval. Aborted closing invoices shall be submitted with the closing papers indicated in C.3(c)(9) NOTE 1. All other invoices shall be submitted by the 10th calendar day of the month. The M&M shall submit approved invoices to HUD for payment. The contractor shall prepare, sign and submit a completed Invoice Transmittal (SAMS-1106). The invoice shall be a signed original with two (2) copies. To assist the M&M contractor and the Government in making timely payments, the contractor is requested to clearly indicate on the mailing envelope that an invoice is enclosed.
 - (i) To constitute a proper invoice, the invoice shall include all items required by FAR clause 52.232-25 "Prompt Payment," and the following information and/or attached documentation:
 - (1) Contractor's name, address and telephone number;
 - (2) SAMS accounting number (NAID);
 - (3) Contractor's invoice date;
 - (4) Contractor's invoice number (number assigned by its firm for invoice control);
 - (5) Contract number in block two (2) of the SF-33;
 - (6) Geographic area property address, zip code and FHA case number;
 - (7) Detailed statement of services performed and supporting documentation; and
 - (8) Original contractor's signature.
 - (ii) Where there are erasures or alterations on an invoice, evidence is required that the alteration was made with
 - the knowledge of the payee. The payee shall initial each alteration. Where the payee is partnership or corporation, the signature (not initials) of the person altering or correcting the invoice and the official capacity with the partnership or corporation shall be shown. The initials or signature of the payee shall be written in permanent ink. All invoices for payments will be forwarded to SOZA for payment.
 - (iii) All payments will be made through SAMS.
- (d) Contractor Remittance Information. Payment will be made to the contractor's address as registered in SAMS.

G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (OCT 1999)

- (a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is Ms. Mildred Kasten or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
 - (1) Causes the contractor to perform work outside the scope of the contract;
 - (2) Constitutes a change as defined in FAR 52.243-1;

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- (3) Causes an increase or decrease in the cost of the contract;
- (4) Alters the period of performance or delivery dates; or
- (5) Changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five (5) calendar days after oral issuance. The GTR may issue such guidance via telephone facsimile or electronic mail.

G.3 AS 1102 ORDERING PROCEDURES (FEB 2000)

- (a) Orders issued under this contract may be placed via telephone, facsimile (fax) machine, or electronic mail (email). Telephone, fax, or email orders will be confirmed by an original written order within <u>seven</u> (7) calendar days.
- (b) In addition to the Contracting Officer, the following individual is authorized to issue orders under this contract:

Ms. Mildred Kasten

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HUDAR 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY (FEB 2000)

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- (b) The contractor shall include the following statement on deliveries of hardware, software, and data products including diskettes, made under this contract: [product description, part/catalog number, other identifier, and serial number, if any]:
 - "This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of submission."
- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.
- (d) This clause shall not subrogate the rights of the Government under any other clauses of this contract.

H.2 ESCROW ACCOUNT

The contractor shall establish a non-interest bearing escrow account for all proceeds, including earnest money deposits, loan proceeds, and purchaser's funds presented at closing, in the name of the contractor with the restriction: "As Trustee for the U.S. Department of Housing and Urban Development." All distribution of funds for payment of expenses/charges to HUD shall be made from this account. The cost of maintaining and operating this account is at the expense of the contractor. This escrow account shall be used only for purposes of this contract and in the event the contractor has multiple contracts with HUD, the contractor shall ensure that a separate account is maintained for each contract area and shall not co-mingle funds within areas. It is a matter of individual bank policy, rather than a standard operating procedure, on the length of time a check is held. Therefore, the escrow account shall be established in a bank that gives credit for deposited funds immediately upon clearance; will issue receipts for deposits; has the capacity to wire transfer the funds either the day of closing or not later than 2:00 p.m. the next banking day; and transmit all of the information contained in the SAMS-1103 in the exact format shown. If at any time the contractor is unable to continue compliance with these requirements, the contractor shall immediately notify the GTR/GTM and the Contracting Officer. Such notification shall include proposed actions to achieve compliance.

H.3 SPECIAL REQUIREMENTS

The contractor shall have a current license to practice law in the State of Nebraska, be in good standing with the State Bar in that geographic area and be engaged in the practice of law;

OR

The contractor shall be a title company in good standing with the State Insurance Commission and have adequate arrangements for the legal services required to be properly and lawfully performed hereunder.

H.4 CONTRACTOR BOND

The contractor shall be covered under HUD's national blanket bond. The contractor shall acknowledge in writing subrogation rights of the surety(ies) by completing an Indemnity Agreement/Subrogation Form (see Section J) prior to start of performance under this contract.

H.5 FACSIMILE COSTS

The contractor shall ensure that high quality, plain paper (thermograph type service is unacceptable) facsimile service for incoming and outgoing documents is available in the contractor's office. All costs to provide facsimile services shall be borne by the contractor.

H.6 REAL ESTATE SETTLEMENT PROCEDURES ACT

In providing any closing services in connection with this contract, the contractor shall not violate the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq..

H.7 CRIMINAL LIABILITY

It is understood that disclosure of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive order number 116523 that may come to the contractor or any person under the contractor's contract in connection with the work under the contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Sections 793, 794 and 798 of the United States Code.

H.8 CONTRACTOR RESPONSIBILITY FOR APPLICABLE PUBLICATIONS AND FORMS

The contractor shall be responsible for obtaining and maintaining all applicable publications and forms. It shall be the contractor's responsibility to ensure all services are conducted according to current HUD publications and forms. All of the publications and forms described in this contract are subject to revision. The GTR/GTM will, to the maximum extent possible, notify the contractor of changes to HUD publications and forms. The contractor shall inquire of the GTR/GTM whenever the contractor believes that the publication or form it is currently using has been superseded.

H.9 ADDITIONAL RESPONSIBILITIES

The contractor shall take proper health and safety precautions to protect workers, the public and the property of others. The contractor shall, without additional expense to the Government, obtain any necessary licenses, insurance, certifications and permits required in the performance of the contract and comply with any federal, city, state, county and municipal laws, codes and regulations applicable to the performance under this contract. The contractor shall ensure that these additional responsibilities apply to all subcontractors.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an Internet address for electronic access to the full text of a clause.

Federal Acquisition Regulations Clauses and Provisions: http://www.arnet.gov/far/HUD Acquisition Regulation Clauses and Provisions:

http://www.hud.gov/cts/ctshudar.html:

52 202 01	Definitions	OCT 1005
52.202-01	Definitions	OCT 1995
52.203-03	Gratuities	APR 1984
52.203-05	Covenant Against Contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-07	Anti-Kickback Procedures	JUL 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-06	Protecting the Government's Interest When Subcontracting With	JUL 1995
	Contractors Debarred, Suspended, or Proposed for Debarment	
52.215-02	Audit and Records - Negotiation	JUN 1999
52.215-08	Order of Precedence-Uniform Contract Format	OCT 1997
52.219-08	Utilization of Small Business Concerns	OCT 1999
52.219-09	Small Business Subcontracting Plan, Alternate II (OCT 2000)	OCT 2000
52.219-14	Limitations on Subcontracting.	DEC-1996
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-01	Notice to the Government of Labor Disputes	FEB 1997
52.222-03	Convict Labor	AUG 1996
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam ERA	APR 1998
52.222-36	Affirmative Action for Workers With Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam ERA	JAN 1999
52.223-06	Drug-Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.229-03	Federal, State, and Local Taxes	JAN 1991
52.229-05	Taxes-Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.232-01	Payments	APR 1984
52.232-08	Discounts for Prompt Payment	MAY1997
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.233-01	Disputes, Alternate I (DEC 1991)	DEC 1998
52.233-03	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-01	Changes-Fixed Price, Alternate I (APR 1984)	AUG 1987
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	APR-1984
	()	

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52.249-08	Default (Fixed-Price Supply and Service)	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

HUDAR Clauses:

2452.203-70	Prohibition Against the Use of Federal Employees	DEC 1992
2452.222-70	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities	JUL 1998
2452.237-71	Reproduction of Reports	APR 1984

I.2 CLAUSES INCORPORATED IN FULL TEXT

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of one (1), the Government is obligated to purchase, and the contractor is obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The contractor is not obligated to honor:
 - (1) Any order for a single item in excess of twenty (20);
 - (2) Any order for a combination of items in excess of twenty (20) closings per month;
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above of this section.
- (c) If this is a requirements contract [i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)], the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) business days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations Clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract 60 calendar days after contract expiration.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the contractor within ten (10) days of contract expiration.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

- (a) Definition. "HUBZone small business concern." As used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference.
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers. Except
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreement Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
 - [] Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
 - (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns:
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
 - No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautic and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" mean the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust territory of the Pacific Islands, and the District of Columbia.

- (b) Evaluation adjustment.
 - (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
 - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));

- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DOD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DOD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.
 - Offeror elects to waive the adjustment.
- (d) Agreements.
 - (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
 - (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

- (c) Notwithstanding any other clause of this contract, the contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://www.arnet.gov/far HUDAR Clauses: http://hud.gov/cts/ctshudar.html

HUDAR 2452.209-71 LIMITATION ON FUTURE CONTRACTS (FEB 2000)

- (a) The Contracting Officer has determined that this contract may give rise to potential organizational conflicts of interest as defined at FAR Subpart 9.5.
- (b) A potential conflict of interest could arise if the contractor, the contractor's staff, or a first-tier subcontractor was associated in any capacity with any financial entity, title company or attorney that processed transactions on assigned property sales closings, or were involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD.
- (c) If the contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under any ensuing HUD contract.
- (d) The restrictions imposed by this clause shall remain in effect until contract expiration.

HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

(a) The contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The contractor's objectivity in performing the contract work is or might be otherwise may be impaired.
- (b) The contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

- (c) In the event the contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

HUDAR 2452.237-70 KEY PERSONNEL (APR 1984)

INDIVIDUAL

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The Schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

NOTE: See Section C, Definitions, for key personnel.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1	Form Name	Number of Pages
	HIID 4.0 of the second LATE I	2
	HUD-1, Settlement Statement, and Addendum	3
	HUD-9548, Sales Contract	1
	SAMS-1103, Wire Transfer Transmittal w/completion instructions	2
	SAMS-1106, Invoice Transmittal w/completion instructions	2
	SAMS-1111, Payee Name and Address	1

NOTE 1: All applicable HUD publications and forms listed above can be obtained by calling 1-800-767-7468. Forms may be downloaded from HUDCLIPS at: http://www.hudclips.org/cgi/index.cgi or may be ordered by using the HUD Direct Distribution System at https://www.hud.gov/dds/index.cfm

J.2	Form Name	Number of Pages
	Deed	1
	Request for Extension of Closing Date	1
	Indemnity Agreement/Subrogation Form	3
	*Release of Federal Tax Lien	1

Deeds and forms will be provided upon contract award by the Denver HOC

^{*}Forms must be obtained from the Internal Revenue Service

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The following contract provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the provision at "FAR 52.252-1 PROVISIONS INCORPORATED BY REFERENCE" in Section L of this contract. FAR 52.252-1 contains the Internet address for electronic access to the full text of a provision.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

K.2 CLAUSES INCORPORATED IN FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) those prices;
 - (ii) the intention to submit an offer; or
 - (iii) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)	(1)	that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), requirements reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d)		yer Identification Number (TIN).
		TIN:
		TIN has been applied for.
		TIN is not required because:
		Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
		Offeror is an agency or instrumentality of a foreign government;
		Offeror is an agency or instrumentality the Federal government.
(e)	Type o	of Organization.
		Sole proprietorship;
		Partnership;
		Corporate entity (not tax-exempt);
		Corporate entity (tax-exempt);
		Government entity (Federal, State, or local);
		Foreign government;
		International organization per 26 CFR 1.6049-4;
		Other
(f)	Comn	non Parent.
		Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
		Name and TIN of common parent:
		Name
		TIN

Service: Closing Agent Services

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52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- Definition. "Women-owned business concern," as used in this provision, means a concern that is (a) at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \square is a women-owned business concern.

52.209				EGARDING DEBARMENT, SUSPENSION, PROPOSED O OTHER RESPONSIBILITY MATTERS (MAR 1996)		
(a)	(1)	The Offeror certifies, to the best of its knowledge and belief, that-				
		(i)	The Offeror and/or any of its Principals -			
			(A)	Are \square are not \square presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;		
			(B)	Have \square have not \square , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and		
			(C)	Are \square are not \square presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.		
or		(ii)		offeror has \square has not \square , within a three-year period preceding this offer, had one contracts terminated for default by any Federal agency.		
	(2)	"Principals," for the purposes of this certification, means officers; directors; owners; pa and, persons having primary management or supervisory responsibilities within a busin (e.g., general manager; plant manager; head of a subsidiary, division, or business segm similar positions).				
		AGEN FRAU	NCY OF ' JDULEN'	ICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR T CERTIFICATION MAY RENDER THE MAKER SUBJECT TO UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.		
(b)		Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to tract award, the Offeror learns that its certification was erroneous when submitted or has become				

- erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a

	CIOSIII	g Agent Services	Solicitation No: R-DEN-01667 Contract No.: C-DEN-	
		cation or provide such additional feror nonresponsible.	information as requested by the Contracting Officer may render	
(d)	order and in	to render, in good faith, the certif	Il be construed to require establishment of a system of records in ication required by paragraph (a) of this provision. The knowledge quired to exceed that which is normally possessed by a prudent ss dealings.	
(e)	was pl errone	laced when making award. If it i	s provision is a material representation of fact upon which reliance is later determined that the Offeror knowingly rendered another remedies available to the Government, the Contracting Officer om this solicitation for default.	
52.215	5-6 PLA	CE OF PERFORMANCE (OC	CT 1997)	
(a)	☐ doe addres	es not intend [check applicable b	mance of any contract resulting from this solicitation, \square intends, $lock$ to use one or more plants or facilities located at a different or respondent as indicated in this proposal or response to request	
(b)	If the follow	offeror or respondent checks "intring spaces the required informat	ends" in paragraph (a) of this provision, it shall insert in the on:	
	Place of Performance (Street Address, City, State, County, Zip Code) Name and Address of Owner and Operator of the Plant or Facility if other than Offeror or Respondent			
52.219 2000)		ALL BUSINESS PROGRAM R	EPRESENTATIONS (OCT 2000) ALTERNATE I (OCT	
(a)	(1)	The North American Industry	Classification (NAICS) code for this acquisition is 541990.	
	(2)	The small business size standa	ard is \$5 million.	
	(2) (3)	The small business size standa	ard for a concern which submits an offer in its own name, other ce contract, but which proposes to furnish a product which it did	
(b)	(3)	The small business size standarthan on a construction or servi	ard for a concern which submits an offer in its own name, other ce contract, but which proposes to furnish a product which it did	
(b)	(3)	The small business size standarthan on a construction or servinot itself manufacture, is 500 esentations.	ard for a concern which submits an offer in its own name, other ce contract, but which proposes to furnish a product which it did	
(b)	(3)	The small business size standarthan on a construction or serven not itself manufacture, is 500 essentations. The offeror represents as part (Complete only if offeror represents) The offeror represents as part	ard for a concern which submits an offer in its own name, other ce contract, but which proposes to furnish a product which it did employees.	
(b)	(3) Repre-	The small business size standarthan on a construction or serven not itself manufacture, is 500 desentations. The offeror represents as part (Complete only if offeror represents of this provision.) The office is, is not, a small disadvent of the complete only if offeror represents	and for a concern which submits an offer in its own name, other ce contract, but which proposes to furnish a product which it did employees. of its offer that it \square is, \square is not a small business concern. essented itself as a small business concern in paragraph offeror represents, for general statistical purposes, that it antaged business concern as defined in 13 CFR 124.1002. essented itself as a small business concern in paragraph offeror represents as part of its offer that it \square is, \square is not a	

"Veteran-owned small business concern" means a small business concern---

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern---

(1) Which is at least 51 percent of which is owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more

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		women;	and		
	(2)	Whose	managen	nent and daily business operations are controlled by one or more women.	
(d)	Notice.				
	(1)	concern	s, then th	n is for supplies and has been set aside, in whole or in part, for small business e clause in this solicitation providing notice of the set-aside contains restrictions the end items to be furnished.	
	(2)	small, small, scontract 9, or 15	mall disa to be aw of the Si	645(d), any person who misrepresents a firm's status as a small, HUBZone dvantaged, or women-owned small business concern in order to obtain a rarded under the preference programs established pursuant to section 8(a), 8(d), mall Business Act or any other provision of Federal law that specifically 8(d) for a definition of program eligibility, shall	
		(i) Be	punished	by imposition of fine, imprisonment, or both;	
		(ii) Be	subject to	administrative remedies, including suspension and debarment; and	
		(iii) Be	ineligibl	e for participation in programs conducted under the authority of the Act.	
52.2	219-22 SMA	LL DISA	ADVAN'	TAGED BUSINESS STATUS (OCT 1999)	
(a)	of obtai business	ning a be	nefit on eral statis	s used to assess an offeror's small disadvantaged business status for the purpose this solicitation. Status as a small business and status as a small disadvantaged tical purposes is covered by the provision at FAR 52.219-1, Small Business	
(b)	Represe	ntations.			
	(1)			feror represents, as part of its offer, that it is a small business under the size ble to this acquisition; and either—	
		(i)		ceived certification by the Small Business Administration as a small ntaged business concern consistent with 13 CFR 124, Subpart B; and	
			(A)	No material change in disadvantaged ownership and control has occurred since its certification;	
			(B)	Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000$ after taking into account the applicable exclusions set forth in 13 CFR $124.104(c)(2)$; and	
			(C)	It is identified on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net) or	

application was submitted.

(ii)

It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its

.ce:	Closing	Agent Services	Solicitation No: R-DEN-01667 Contract No.: C-DEN-
	(2)	that complies with the requiremen paragraph (b)(1) of this provision participating in the joint venture.	r represents, as part of its offer, that it is a joint venture ts at 13 CFR 124.1002(f) and that the representation in is accurate for the small disadvantaged business concern that i [The offeror shall enter the name of the small disadvantaged ing in the joint venture:]
(c)		es and Remedies. Anyone who missourpose of securing a contract or su	represents any aspect of the disadvantaged status of a concern bcontract shall—
	(1)	Be punished by imposition of a fir	ne, imprisonment, or both;
	(2)	Be subject to administrative remed	lies, including suspension and debarment; and
	(3)	Be ineligible for participation in p Business Act.	rograms conducted under the authority of the Small
52.22	22-22 PRE	VIOUS CONTRACTS AND COM	MPLIANCE REPORTS (FEB 1999)
The	offeror repre	esents that-	
(a)		s, \square has not participated in a previous fithis solicitation;	ous contract or subcontract subject to the Equal Opportunity
(b)	It □ ha	s, \square has not filed all required comp	pliance reports; and
(c)		entations indicating submission of reobtained before subcontract awards.	equired compliance reports, signed by proposed subcontractors
52,22	22-25 AFF	IRMATIVE ACTION COMPLIA	NCE (APR 1984)
The	offeror repre	esents that-	
(a)		tive action programs required by the	not developed and does not have on file, at each establishment rules and regulations of the Secretary of Labor (41 CFR 60-1
(b)		s not previously had contracts subjets and regulations of the Secretary of	ect to the written affirmative action programs requirement of Labor.
52,22	23-13 CER	TIFICATION OF TOXIC CHEM	IICAL RELEASE REPORTING (OCT 2000)
(a)		sion of this certification is a prerequive Order 12969, August 8, 1995.	isite for making or entering into this contract imposed by
(b)	By sign	ing this offer, the offeror certifies th	nat-
	(1)	subject to the filing and reporting Planning and Community Right-to section 6607 of the Pollution Previ- file and continue to file for such fa	ies that will be used in the performance of this contract that are requirements described in section 313 of the Emergency b-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and ention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will icilities for the life of the contract the Toxic Chemical Release in sections 313(a) and (g) of EPCRA and section 6607 of PPA;

ce:	Closing	Agent	Servic	es	Solicita Contract	tion No: No.: C-	R-DEN-01667 -DEN-
	(2)	the Forn	n R filing	l or operated facilities to and reporting requiremeasons: (Check each blo	ents because each such		
			(i) chemical	The facility does not ma s listed under se	nufacture, process, or ction 313(c) of EPCRA		
				The facility does not ha section 313(b)(1)(A) of			
			, ,	The facility does not mo established under sectional alternate thresholds at 4 form has been filed with	n 313(f) of EPCRA, 42 0 CFR 372.27, provide	2 U.S.C. 110	23(f) (including the
				The facility does not fa major groups 20 throug Classification System (l	h 39 or their correspor	nding North	
				The facility is not locate of Columbia, the Communited States Virgin Isterritory or possession of	nonwealth of Puerto Ri ands, the Northern Ma	co, Guam, A ariana Island	american Samoa, the s, or any other
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Service: Closing Agent Services

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The full text may be accessed electronically at this address:

Federal Acquisition Regulations Provisions: http://www.arnet.gov/far/

HUD Acquisition Regulation Provisions: http://www.hud.gov/cts/ctshudar.html:

52.215-01 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FEB 2000)

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3. 52-216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Quantity contract with firm fixed price line items resulting from this solicitation.

L.4. 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming

arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

U.S. Department of Housing and Urban Development Denver Field Contracting Operations, 8ANCP 633 - 17th Street, 14th Floor Denver, CO 80202-3607 Attention: Gay E. Julian

Mailing Address:

U.S. Department of Housing and Urban Development Denver Field Contracting Operations, 8ANCP 633 - 17th Street - 8th Floor Denver, CO 80202-3607 Attention: Gay E. Julian

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 HUDAR 2452,209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2000)

- (a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR Subpart 9.5 for detailed information concerning organizational conflicts of interest.
- (b) The nature of the potential conflict of interest is If the contractor performed or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of the work requirement above shall be considered a conflict of interest, and the contractor shall not perform the review of the title examination. However, the contractor shall remain responsible for having such work performed.
- (c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
 - (1) Being able to render impartial, technically sound, and objective assistance or advice, or
 - (2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.

- (e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation.
- (f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

L.7 HUDAR 2452.215-70 PROPOSAL CONTENT (OCT 1999)

(a) Proposals shall be submitted in two physically separate parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address and the date and time specified in the solicitation for proposal submission, plus the following information, must appear in writing on the outside of the package.

RFP NUMBER: R-DEN-01667

ATTN: LAVERNE L. BRANSON, CONTRACT SPECIALIST

MAILROOM: DO NOT OPEN

Mail to:

U. S. Department of Housing and Urban Development Denver Field Contracting Operations Denver Placement Branch, 8ANCP 633 17th Street - 8th Floor Denver, CO 80202-3607

Or, hand deliver to:

U. S. Department of Housing and Urban Development Denver Field Contracting Operations Denver Placement Branch, 8ANCP 633 17th Street, 14th Floor Denver, CO 80202-3607

- (b) (1) Proposals shall be submitted in an original and five (5) copies. The proposals shall be accompanied by a cover letter providing the following information:
 - (i) The RFP number to which the proposal is addressed.
 - (ii) The name and address of the firm submitting the proposal.
 - (iii) The name, title, telephone and fax numbers of the person(s) preparing the proposal.
 - (iv) The name, title, telephone and fax numbers of the point of contact for obtaining clarifications, discussions, or making contract award, if different from the name(s) in item (iii) above.
 - (2) Part I shall be divided according to the stated evaluation factors. Pages within each part shall be numbered consecutively, including any exhibits, attachments, etc.
 - (3) The total number of pages contained in Part I shall be limited to fifty (50) pages, exclusive of résumés. A page is considered to be one side of a single sheet of 8 ½ x 11-inch paper, single-spaced, using not smaller than 12-pitch type. Offerors are encouraged to use recycled paper and to use both sides of the paper.

In the event the technical proposal exceeds fifty pages, exclusive of résumés, only the first fifty pages of the proposal will be evaluated. Résumés may be included in Factor 1 or as an attachment to the technical proposal.

- (4) Proposals must contain enough detail to allow for thorough evaluation and sound determination of whether or not the offeror will be able to perform in accordance with the solicitation's requirements. Offerors should be careful that their proposals are neither too elaborate nor too general. Proposals should address this particular solicitation with specific statements relevant to the Statement of Work. The Government considers all unsubstantiated statements such as "The offeror understands and will perform in accordance with Statement of Work" as being technically unacceptable.
- (5) A facsimile proposal will not be accepted under this solicitation.
- (c) Part I Technical and Management Proposal A separate technical and management proposal shall be submitted. The proposal shall clearly and sufficiently address the factors listed below (see Section M Evaluation Factors for Award for a description of the information to be addressed and applicability).
 - (1) PRIOR EXPERIENCE
 - (2) MANAGEMENT AND OVERSIGHT CAPABILITY
 - (3) TECHNICAL UNDERSTANDING
 - (4) PAST PERFORMANCE
 - (5) PARTICIPATION OF SMALL, DISADVANTAGED BUSINESS (SDB) CONCERNS
- (d) Part II Business Proposal
 - (1) SF-33, SOLICITATION, OFFER, AND AWARD. Complete the applicable sections of blocks 12 through 18 of the SF-33. In addition, include acknowledgment of any amendments issued in this Section. Notate the DUNS Number as directed in Section L.2(a).
 - (2) REPRESENTATIONS AND CERTIFICATIONS. Complete the Representation and Certifications included in Section K of the solicitation and include them in this part. In addition, this section shall include the Key Personnel from Section I.
 - (3) INFORMATION OTHER THAN COST OR PRICING DATA. This solicitation does not require submission of certified cost or pricing data; however, the offeror shall submit sufficient supporting cost information, similar to the attached Contractor Cost Estimate Worksheet, to enable a determination that the offeror has a complete understanding of the requirements to be performed under the contract. The Government may conduct a price realism analysis, which may also be used by the Technical Evaluation Panel in its evaluation of the offeror's understanding of the Government's requirements under one or more of the evaluation factors.

All offerors shall submit as part of their offer a spreadsheet (developed by your own firm) which clearly illustrates the cost elements used by the contractor to achieve its price. The spreadsheet shall include, but not be limited to, the following cost elements:

- A. Direct labor
- B. Indirect labor
- C. General and administrative expenses
- D. Overhead
- E. Profit
- (4) SUBMIT SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (NOV 1997) IF APPLICABLE.

L.8 HUDAR 2452.219-70 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

(a) This provision is not applicable to small business concerns.

- (b) Consistent with the national interest, it is HUD policy that small business, women-owned small business and small business concerns that are owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of HUD work at the prime and subcontract level. Therefore, any contract awarded as a result of this solicitation shall fully comply with the intent of this policy, and the successful offeror shall agree to pursue an effective and comprehensive small business, small disadvantaged business and women-owned small business subcontracting program in compliance with the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns."
- (c) Prior compliance with subcontracting plans shall be considered in determining the responsibility of an offeror (see FAR 9.104-3). Therefore, offerors having previous contracts with subcontracting plans shall provide the following information: agency name; agency point of contact; contract number; total contract value; a synopsis of the work required under the contract; the role(s) of the subcontractor(s) involved; and, the applicable goals and actual performance (dollars and percentages) for subcontracting with small, small disadvantaged and women-owned small business concerns. This information shall be provided for the three most recently (within the last three years) completed contracts with such subcontracting plans.
- (d) The contract expected to result from this solicitation will contain the clause at FAR 52.219-9, "Small Business Subcontracting Plan." In accordance with that clause, the offeror shall submit the complete subcontracting plan with the response to this solicitation. The content of the final plan is subject to negotiation. Failure to submit a complete subcontracting plan and negotiate its content in good faith shall make the offeror ineligible for the contract award.

L.9 HUDAR 2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (OCT 1999)

- (a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the contracting officer's decision concerning a protest initially made by the protester to the contracting officer. Such requests shall be made in writing to the cognizant head of the contracting activity (HCA, see definition at HUDAR Subpart 2.1) within 10 days (see FAR 33.101 for the definition of "days") of the protester's notification of the contracting officer's decision.
- (b) The cognizant HCA shall make an independent review of the contracting officer's decision and provide the protester with the HCA's decision on the appeal.

L10. QUANTITY ESTIMATED NOT WARRANTED

While we have provided quantity estimates in this solicitation, HUD only warrants that these are our best good faith estimates at this point in time. HUD does not warrant that these estimates will be accurate should any material changes in policy became effective during the performance of the contract. In submitting a proposal, offerors should take this information into consideration.

L11 QUESTIONS

If received on or before December 22, 2000, written questions regarding this solicitation are welcomed and HUD will use its best efforts to provide timely information in response thereto. HUD may not entertain questions after this date.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 SOURCE SELECTION PROCEDURES

- (a) HUD has determined to use the Conventional Source Selection method for this best value-analysis: a combined pass/fail and trade off (PFTO) process. HUD anticipates making award of a contract without entering into discussions with offerors; however, HUD reserves the right to engage in discussions if warranted. (See Section L, FAR 52.215-1) In accordance with FAR 15.306(b), HUD may have communications with offerors before establishing a competitive range of offerors with whom to enter into discussions.
- (b) As identified in this solicitation, there are two (2) primary factors in the offeror's Part I Technical and Management proposals that will be evaluated on a pass fail basis. These factors are: 1) Prior Experience and 2) Management & Oversight Capability. They are of equal importance, and as a result of failing any one (1) of these factors, the entire proposal may be rated as technically unacceptable and may not be evaluated further. An offer may also be rated as technically unacceptable but capable of being made acceptable through discussions ("capable") or may be rated as technically acceptable (if the offeror has no significant deficiencies in its proposal). An offeror initially rated as "capable" or acceptable shall then be further evaluated qualitatively regarding its Technical Understanding, Past Performance and use of Small Disadvantaged Business Concerns, as reflected in the factors listed in Section L.
- (c) After completion of technical evaluations, if the Contracting Officer (CO) determines to award without conducting discussions(see paragraph M.2(a) above), then offerors rated as "capable" will not be acceptable through discussions. If the CO determines discussions are necessary, then based upon the ratings of each proposal against all the evaluation criteria, the CO will establish a competitive range comprised of the **most highly rated** proposals for which an efficient competition can be conducted.
- (d) After establishing the competitive range, HUD may conduct exchanges of information (discussions/negotiations/clarifications). After exchanges are completed, offerors in the competitive range will be requested to submit a Final Proposal Revision (FPR). Upon submission and evaluation of the FPR, a selection decision will be made and a contract will be awarded.
- (e) Regardless of whether or not exchanges take place, the final selection decision will be the result of a tradeoff analysis of Technical Understanding, Past Performance, SDB Concern Participation, and price. Past Performance will be evaluated and scored on a scale ranging from Unsatisfactory/Very High Performance Risk to Exceptional/Low Performance Risk. Offerors who have no past performance history to evaluate will be provided a neutral rating. Technical Understanding and SDB Concern Participation are also rated on a sliding scale, from Unsatisfactory to Exceptional. The selection official will analyze the pricing proposed and the Technical Understanding, Past Performance and SDB participation ratings to select the overall best value to the Government.

M.3 SET-ASIDE AWARD PROCEDURE

- (a) All potential offerors may submit proposals for the area specified in Section B of this solicitation.
- (b) The Government will consider all offers on an unrestricted basis (i.e., all types and sizes of businesses are eligible to compete) in making the award for the State of Nebraska for the Denver, CO HOC.

(c) (1) In accordance with FAR Subpart 19.5, any award for the area resulting from this solicitation, will be made on a competitive basis to eligible small business concerns, provided that a minimum of two (2) competitive (technical and cost) offers are received from eligible small business concerns.

(2) If a minimum of two (2) competitive (technical and cost) offers from eligible small businesses are not received, the award for the area specified in (c)(1) above will be made on an unrestrictive basis.

M.4 EVALUATION OF SMALL DISADVANTAGED BUSINESS (SDB) CONCERN PARTICIPATION

One of the evaluation factors outlines the evaluation of the participation of SDB concerns in the offeror's proposal. All offers will be evaluated using this factor except SDB concerns (unless the SDB concern waives the price evaluation adjustment; see the next paragraph and Section I, FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.)

M.5 EVALUATION OF PRICING

- (a) The evaluated price for the solicitation will be established by multiplying the unit prices submitted by the estimated quantity for each of the stated performance periods. The estimated cost for each period will then be added to determine the total evaluated price before adjustment.
- (b) In accordance with M.4 above, price adjustments to the total evaluated contract price will be made to determine the overall evaluated contract price.
- (c) In accordance with Section I, FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns; a price evaluation factor of 10 percent will be added to the total evaluated contract price before adjustment of all offers which are not from an SBA-approved HUBZone small business concern (except HUBZone small business offerors which have waived the preference or from an otherwise successful small business). Additionally, in accordance with Section I, 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, a price evaluation factor of 10 percent will be added to offers that are not SDB concerns (except for SDB concerns which have waived the preference). In the event both price factors are used, they will be added to the offeror's prices independently, not sequentially. For example, if the SDB price factor is 10 percent and the HUBZone factor is 10 percent, a total of 20 percent will be added to the offeror's prices submitted to establish the offeror's overall evaluated contract price.

M.6 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

- (a) The Government will make an award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government (i.e. that which represents the best value), cost or price and other factors considered. The combined relative merit of the technical factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price has no established weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.
- (b) The Government may award a contract to other than the lowest priced offeror. In the event two (2) or more offers are considered to be technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

M.7 TECHNICAL EVALUATION FACTORS

The following factors will be used by the Department to evaluate proposals. The offeror should carefully review the technical evaluation factors below. In submitting a response to the technical evaluation factors, the offeror should provide a full, clear and complete response, carefully checking the Proposal Content Instructions given in Section L of this RFP.

(a) **Prior Experience.** Offeror shall provide documented evidence of the offeror's staff performance of the same or substantially similar services as those required by the statement of work, and shall specifically include:

- (1) Experience in performing closing services for the entire three year period prior to the closing date of the solicitation, and
- (2) At least three years of experience in managing and overseeing employees who perform closing activities.

Each person proposed to perform specific closing or management/oversight functions must have the requisite experience. Documented evidence includes résumés of key personnel reflecting the historical facts and work experience of the company's key personnel and then adds qualitative judgments about the depth, breadth, and relevancy of experience based upon those observations (evaluation of the quality of the work experience is evaluated under the past performance factor).

Résumés shall clearly show the employee/subcontractor meeting contract qualification requirements. Résumés shall reflect the individual is an employee of the offeror or, if not already an employee, include an attached letter of intent to work for the offeror if awarded the contract. Note: The term résumé means a document showing the individual's complete employment history (company names, addresses, telephone numbers, points of contact), time employed with each firm, and duties performed. A company overview of the individual is not considered a résumé.

- (b) **Management and Oversight Capability.** Offeror shall provide adequate information to demonstrate the ability to manage and oversee the work to be performed for each geographic area proposed to ensure quality of performance. Sufficient evidence will include, at a minimum:
 - (1) An acceptable quality control (QC) plan,
 - (2) Acceptable evidence of a plan to handle conflicting and/or multiple use of resources if employees or subcontractors will be used on other efforts or in other geographical areas, and
 - (3) An acceptable plan for identifying and managing cases where any organizational or individual conflict of interest might be identified.

An acceptable QC plan will, at a minimum, identify acceptable methods/processes the offeror will use to oversee contract performance, clearly ensure quality and timely performance, and prevent, detect, and correct any deficiencies in contract performance with little or no need for Government intervention. An acceptable QC plan will also include acceptable procedures, processes, and controls the contractor will use to prevent/eliminate the potential for fraud, waste, or abuse of HUD funds and/or any other funds received in the performance of the contract.

An acceptable plan for managing conflicting/multiple use of resources will identify all known individuals, including managers, employees and subcontractors, proposed to be used in any aspect of contract performance, which individuals may be used on multiple contracts or other contractor efforts, and will reflect sufficient allocations of time the individuals will perform on this contract versus other duties to ensure acceptable performance.

An acceptable plan for managing potential or actual organizational or individual conflicts of interest will ensure that the offeror has an acceptable method of establishing whether any potential conflict of interest exists, or even the appearance of any such conflict, and will reflect how any identified conflict of interest will be resolved to the satisfaction of the Government to eliminate, to the maximum extent possible, Government involvement in resolving the conflicts.

(c) **Technical Understanding.** Offeror shall submit a complete technical plan to perform the work which clearly reflects an understanding of the skills and processes needed to perform the work within the required

parameters identified in the Statement of Work.

- (1) The plan shall be detailed sufficiently, clearly outline how work is to be assigned, and address time frames within which assignments are to be completed.
- (2) The plan shall clearly show how the projected numbers of staff will perform the estimated quantities of work required in each geographic area covered by the proposal, including time-on-task estimates for each function, e.g. managing staff, performing closing activities, performing quality control actions, etc.
- (d) **Past Performance.** Offeror shall submit past performance information sufficient to enable the Government to conduct a performance risk evaluation based upon the past performance of the offeror, participants in teaming arrangements or joint ventures, proposed major subcontractors, and key personnel, as it relates to the probability of successfully performing the solicitation requirements. This is a qualitative judgment based upon observations on how well the company, subcontractors, and key personnel performed in the past, based upon information submitted by the offerors as well as additional information obtained by the evaluation panel through other means, including, but not limited to, surveys of references provided by the offeror and past performance data accumulated or provided by other contracting activities.

Relevant information would include information on **all** contracts performed within the past three years by the contractor, subcontractors (including teaming arrangements, joint ventures, and partnerships, etc.), and key personnel of both the prime contractor and key subcontractors (including any predecessor names the prime or subcontractors may have used). The information to be provided shall include the names of the contractor, subcontractor, and key personnel who were responsible for the overall management and oversight of the contract, the name, address, point of contact and phone number of the customer, a brief description of the work performed, award and completion dates, and the estimated value of the contract.

While all contracts must be disclosed, not all references will be checked. Primary emphasis will be on evaluating information on most recent performance and which is most similar to the services to be provided under the solicitation, but all information may be checked to establish quality of performance and whether management was responsive and/or available to prevent, detect, and resolve problems. The highest rating for this factor may be obtained by having 1) most recent, 2) similar services, 3) of the highest quality performance. This factor does not evaluate personnel qualifications or quantitative experience, as the prior experience factor does, but rather how well, or qualitatively, a contractor has performed.

Offerors shall identify any significant problems encountered in the performance of the identified contracts and describe actions taken to detect and correct the problems and prevent recurrences.

Offerors shall also describe the portion of the contract services that are to be performed by proposed subcontractors to ensure a meaningful evaluation of each major subcontractor is performed. In submitting past performance information on its proposed subcontractors, the offeror shall submit a signed consent statement from the proposed subcontractor which will enable the Government to release information obtained regarding past performance of the subcontractor outside of the information submitted by the offeror, to the offeror, in the event discussions or debriefings are required. Failure to provide the consent statement may result in HUD's inability to release any negative past performance information regarding a subcontractor to the offeror, thereby resulting in HUD not being able to initiate discussions with the offeror if deemed necessary.

Offerors who have no past performance information available will receive neither a favorable nor an unfavorable evaluation for this factor.

(e) Participation of Small Disadvantaged Business (SDB) Concerns. Offeror shall submit information which clearly identifies intentions for participation of SDB concerns in the performance of the contract. Information submitted includes targets for SDB participation, expressed in terms of dollars and percentages of total contract value, by the contractor, including joint venture partners and teaming members. The proposal shall also provide targets for SDB participation by key subcontractors. Information submitted should also include the certification by the SBA or proof of application to the SBA by the entity, or proof of compliance with 13 CFR 124.1002f for joint ventures of all SDB concerns proposed to be used.

Proposals will be evaluated on:

- (a) The extent to which SDB concerns are specifically identified;
- (b) The extent of commitment to use SDB concerns;
- (c) The realism of the proposal; and
- (d) The extent of participation of SDB concerns in terms of the value of the total acquisition.

NOTE 1: Offerors who have certified themselves as SDB concerns will not be evaluated under this factor unless they have waived the price preference (See Section L, FAR 52.219-24, SDB Participation Program - Targets, and Section I, FAR 52-219-23, Notice of Price Evaluation Adjustment for SDB Concerns.)

NOTE 2: Any SDB concerns specifically listed as being committed to the performance of the contract will be incorporated into the subsequent contract award. The contractor will not be able to substitute the use of another contractor for that listed without the consent of the Contracting Officer.

CONTRACTOR COST ESTIMATE WORKSHEET

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TOTAL SUBCONTRACTING COSTS TOTAL SUBCONTRACT COSTS \$	
5. OTHER DIRECT COSTS - CATEGORIES	
TOTAL OTHER DIRECT COSTS \$	
6. SUBCONTRACTS \$	
7. TOTAL DIRECT COSTS AND OVERHEAD \$	
8. GENERAL AND ADMINISTRATIVE EXPENSE (G&A) percent \$	
9. TOTAL COSTS \$	
10. PROFIT percent \$	
11. TOTAL ESTIMATED COST AND PROFIT \$	
12. UNIT PRICE (Block 11 divided by the estimated quantity) \$	

CONTRACT COST ESTIMATE WORKSHEET INSTRUCTIONS

Preparer shall complete this worksheet to estimate the total annual costs for performing the contract for the base period of the contract, based upon the estimated quantity in the solicitation. If the option period prices substantially differ from the base period (more than normal inflation allowance, e.g. startup costs in the base period), then additional sheets should be prepared for the option periods. Numbers may be rounded to the nearest dollar. This form may be used to compare to prices submitted to help ensure the offeror has a clear understanding of the technical requirements and/or ensure the pricing submitted is consistent with the technical proposal. Information submitted may also be used to help conduct the tradeoff analysis to obtain the best value to HUD. Since the estimated quantities in each geographic area are the same, it is not necessary to submit a separate worksheet for each area.

ITEM 1: Direct Labor

Enter labor by category and skill level in column (a). If more than one person is proposed in a category, enter the number of persons in parentheses (e.g. [5]). Enter the estimated total number of hours for all personnel in the category in which the labor will be required (if 2080 hours per year is the basis for one staff year, then the above example for 5 full time staff would be $2080 \times 5 = 10,400$ hours) in column (b). Enter the estimated hourly rate for each labor category in column (c). Multiply the amount in column (b) by the amount in column (c), and enter the product in column (d). Add the amounts in column (d) and enter that total in the row labeled TOTAL DIRECT LABOR.

ITEM 2: <u>Labor Overhead and Fringe Benefits</u>

Enter the estimated rates (percentages) for fringe benefits and labor overhead in the blanks in column (c). Multiply these percentages by the amount for TOTAL DIRECT LABOR in 1(e) above and enter the results in column (d). Add the two totals and enter the sum in column (e) of the row labeled TOTAL LABOR OVERHEAD.

ITEM 3: <u>Travel</u>

Enter the total estimate in column (e).

ITEM 4: Subcontracts

For each type of subcontract, enter the estimated number of hours/days in column(b). Enter the hourly/daily rate in column (c). Multiply each rate by the number of hours/days and enter the result in column (d). Add the totals in column (d) and enter the sum in column (e) of the row labeled TOTAL SUBCONTRACT COSTS.

ITEM 5: Other Direct Costs

Enter each type of cost to be directly incurred and attributable solely to this contract in column (a) and its corresponding total cost in column (d). Add the totals in column (d) and enter the sum in column (e) of the row labeled TOTAL OTHER DIRECT COSTS.

ITEM 6: Consultants

Enter the sum of the total amounts for all consultants in column (e).

ITEM 7: Total Direct Cost and Overhead

Add the amounts in 1(e) through 6(e) and enter the sum.

ITEM 8: General and Administrative (G&A)

Enter the estimated G&A (sometimes referred to as company overhead) rate in column (c) and multiply it by the amount in 7(e) above. Enter the result in column (e).

ITEM 9: Total Estimated Costs

Add the amounts in 7(e) and 8(e) enter the sum in column (e).

ITEM 10: Profit

Enter the amount percentage of profit appropriate for a fixed unit price contract in (c), multiply the percentage by the amount in 9(e), and enter the calculated amount in column (e).

ITEM 11: Total Estimated Cost and Profit

Add the amounts in 9(e) and 10(e). Enter the sum in column (e). This is the grand total of the Independent Government Cost Estimate for the base period of performance based upon the estimated quantity in the solicitation.

ITEM 12: Unit Price

Divide the amount in 11(e) by the estimated quantity for the area proposed. Round to the nearest dollar.